



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE  
REFER TO FILE: **AS-0**

August 29, 2002

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

### **AS-NEEDED INDUSTRIAL VACUUM CLEANING AND JETTING SERVICES ALL SUPERVISORIAL DISTRICTS 3 VOTES**

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that these services to be provided are categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award a contract for "As-Needed Industrial Vacuum Cleaning and Jetting Services" to National Plant Services, Inc., located in Long Beach, California. This contract will commence on October 1, 2002, for a period of one year with two 1-year options not to exceed a total contract period of three years.
3. Instruct the Chairman to sign this contract.
4. Authorize the contractor to proceed with work in accordance with the contract's specifications, terms, conditions, and requirements.
5. Authorize Public Works to encumber an amount not to exceed \$850,000. This amount represents the estimated maximum annual cost for these services.
6. Delegate authority to the Director of Public Works to renew this contract for the two 1-year renewal options, if, in the opinion of the Director, renewal is warranted.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended action is to award a contract for as-needed industrial vacuum cleaning and jetting services at various Public Works' facilities located throughout the County, such as, but not exclusive to, dams, debris basins, spreading grounds, pump plants, underground storm drains, and along channel inverts. These services to be provided consist of the cleaning of material from subsurface chambers, structures, and drains by utilizing vehicle-mounted, heavy-duty vacuum cleaning and jetting-type equipment.

### **Implementation of Strategic Plan Goals**

This contract is consistent with the County's Strategic Plan Goal of Service Excellence. These services are to be provided on a part-time and intermittent basis and the contractor has the expertise to complete the work, which will allow Public Works to provide these services to the public in a more responsive manner.

### **FISCAL IMPACT/FINANCING**

This contract's amount is not to exceed \$850,000 annually for these services. This contract will commence on October 1, 2002, for a period of one year with two 1-year options not to exceed a total contract period of three years. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor. Funds are available in Public Works' 2002-03 budget to cover the cost of this contract. There will be no impact on net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract which is for non-Proposition A services, as the service is required on a part-time and intermittent basis.

The contractor has properly executed this contract and County Counsel has approved it as to form.

## **ENVIRONMENTAL DOCUMENTATION**

With respect to requirements of the CEQA, these As-Needed Industrial Vacuum Cleaning and Jetting Services are categorically exempt as specified in Class 1(e) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

## **CONTRACTING PROCESS**

On June 12, 2002, proposals were solicited from 93 independent contractors and community business organizations for As-Needed Industrial Vacuum Cleaning and Jetting Services. Also, a notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On July 18, 2002, three proposals were received. The proposals were first reviewed to ensure that they met the mandatory requirements outlined in the Request for Proposals (RFP). All three proposals met these mandatory requirements and were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria outlined in the RFP which included proposal fees, work experience, work plan of action/approach, capability, and equipment. Based on this evaluation, Public Works is recommending that this contract be awarded to the most responsive proposer, National Plant Services, Inc., located in Long Beach, California.

As requested by your Board, the contractor submitted its safety record which reflects that the contractor's past activities were conducted in accordance with reasonable safety standards.

Evidence of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and Workers' Compensation insurance will be obtained from the contractor before any work commences.

This contract contains recent Board-ordered contract terms regarding contract termination for improper consideration, consideration of GAIN Program participants, notification to advise employees regarding the Federal-earned income tax credit, agreement to maximize the use of recycled paper products, contractor responsibility and debarment, and jury service requirements.

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Enclosure B reflects the proposers' minority participation. Upon final analysis and consideration, the contractor was selected without regard to race, creed, gender, or color.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information form in compliance with the Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be required to perform services that exceed the contract's approved amount, scope of work, and/or terms.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees.

**CONCLUSION**

Please have the original and one copy of the contract signed by the Chairman. Please return the signed copy for the contractor to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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cc: Chief Administrative Office  
County Counsel

## A G R E E M E N T

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, BY AND BETWEEN the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and NATIONAL PLANT SERVICES INC., a corporation, hereinafter referred to as "CONTRACTOR."

## W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 18<sup>TH</sup> day of July 2002, hereby agrees to provide as-needed industrial vacuum cleaning and jetting services at various Public Works' facilities throughout the County as described in the attached Specifications for "As-Needed Industrial Vacuum Cleaning and Jetting Services."

SECOND: The Contract Specifications, the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto; Addenda to the Request for Proposals; and the insurance certifications are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract's Specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal, an annual amount not to exceed \$505,400.00 or such greater amount as the Board may approve.

FOURTH: In the event that terms and conditions which may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to meet the County's requirements.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

NATIONAL PLANT SERVICES, INC.  
a California corporation,

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary